



Date: _____

Excursion Description: _____

Group/School: _____

In consideration of being permitted to visit the Nemours Wildlife Foundation and/or participate in activities provided, sponsored, or promoted by the Nemours Wildlife Foundation, I make this Agreement knowingly and voluntarily for myself and my spouse, heirs, legal representatives, insurers, successors, and assigns and/or as parent or guardian of the minor child(ren) named herein below, regarding all activities on the property of Nemours Wildlife Foundation and/or provided, sponsored, or promoted by the Nemours Wildlife Foundation (hereinafter referred collectively as "Activities").

ASSUMPTION OF RISK. I acknowledge that I and/or the minor child(ren) have VOLUNTARILY CHOSEN TO PARTICIPATE in Activities, and I understand that Nemours Wildlife Foundation does not require participation in any Activities.

I understand that participating in Activities may be inherently dangerous and pose certain inherent, natural, and/or human- created dangers, both hidden and obvious, which present the risk of injury, including permanent disability and/or disfigurement, death and/or property damage. I acknowledge that vehicle-based and on-foot activities may pose a higher probability of injury and/or death due to hazards that differ from the hazards of other activities, including, but not limited to, venomous snakes, insects, spiders, low hanging trees or branches, uneven walking surfaces, wild and domestic animals, deep water, mud, sand, sink holes, firearms, animal traps, slippery walking or driving surfaces, health risks due to overexertion, over-exposure to the sun or cold, and adverse weather including wind, rain, and lightning. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY BELOW AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION AND THE PARTICIPATION OF ANY MINOR CHILD(REN) NAMED BELOW.

HOLD HARMLESS, INDEMNIFICATION, AND COVENANT NOT TO SUE. I and/or the minor child(ren) named below do hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE NEMOURS WILDLIFE FOUNDATION, its Board of Trustees, directors, officers, agents, volunteers, and/or employees (hereinafter referred collectively as "NWF") from any and ALL RIGHTS AND CLAIMS, losses, demands, judgments, and executions, and any other actions whatsoever, which I and/or the minor child(ren) may have or which may arise out of or be related to any loss, damage, disability, or injury, including death, that may be sustained by me and/or the minor child(ren), or to any property belonging to me or the minor child(ren), which loss, damage, disability, or injury, including death, may arise out of, be related to, or be connected with participation in Activities, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF NWF, except that which is the result of gross negligence and/or wanton misconduct, and regardless of whether such right arises in tort, contract, strict liability, or otherwise.

I and/or the minor child(ren) do hereby further AGREE TO INDEMNIFY AND DEFEND NWF from any loss, liability, damage, and/or other costs, including all defense costs and attorneys' fees, incurred by NWF in the defense of any actions or claims arising out of or related in any way to damages or injuries that I and/or the minor child(ren) may incur due to participation in Activities.

I and/or the minor child(ren) do hereby further agree to OBEY ANY AND ALL DIRECTIONS, RULES, NOTICES, OR REGULATIONS imposed by NWF with respect to our presence on the property of the Nemours Wildlife Foundation and/or while participating in Activities.

MEDIA AND/OR MARKETING RELEASE. In consideration for participation in Activities and without any expectation of compensation or other remuneration, now or in the future, I and/or the minor child(ren) do hereby consent to being the subject of photographs and/or video while participating in any Activities, hereby authorize NWF to use the same for its marketing or related uses, with or without advertising sponsorship, and hereby release NWF from any and all claim(s) of damages for libel, slander, invasion of privacy or any other claim based on use of said photography and/or video. I further agree to refrain from taking any pictures of the interior or exterior of any NWF building without express permission of NWF. No pictures of the interior or exterior of any NWF buildings shall be published in any form without the express written consent of NWF.

This Agreement shall be construed in accordance with the laws of the State of South Carolina and that any mediation, suit, or other proceeding must be filed or entered into only in Beaufort County, South Carolina and/or the federal courts of South Carolina. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. This Agreement may be entered as evidence in any such court or similar tribunal as a total and absolute defense to any claim.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration fully intending to same. This Agreement, and the assumptions, indemnifications, and releases contained therein, shall continue and signer shall remain bound to the terms herein. This Agreement shall continue and will not require execution for future Activities.

Participant Signature _____ Print Name _____ Date _____

Address _____

Email _____ Phone Number(s) _____

Parent or Guardian Additional Indemnification (for participants under the age of 18)

In consideration of _____ (print minor's name) being permitted to participate in this Activity, I further agree to indemnify and hold harmless NWF from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor pursuant to the terms and provision set forth above, and that I have full legal authority to so bind the minor child named herein.

Parent/Guardian Signature _____ Print Name _____ Date _____